

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ron Foth Retail, Inc.		11/21/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Metromedia Steakhouses Company, L.P.		
Street Address:	3701 W. Plano Parkway		
Internal Address:	Suite 200		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75075		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77459878	FREEDOM BY THE PLATEFUL	
CORRESPONDENCE DATA			
Fax Number:	(972)265-8490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-244-8952		
Email:	csotolongo@bonpon.com		
Correspondent Name:	Metromedia Steakhouses Company, L.P.		
Address Line 1:	3701 W. Plano Parkway		
Address Line 2:	Suite 200		
Address Line 4:	Plano, TEXAS 75075		
ATTORNEY DOCKET NUMBER:	FREEDOM BY THE PLATEFUL		
NAME OF SUBMITTER:	Tamara S. Jones		
Signature:	/tamarajones/		

OP \$40.00 77459878

Date:

12/03/2008

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK APPLICATION

THIS ASSIGNMENT OF TRADEMARK APPLICATION (this "**Assignment**") is entered into to be effective as of November 21, 2008 (the "**Effective Date**"), by Ron Foth Retail, Inc. d/b/a Ron Foth Advertising, an Ohio corporation ("**Assignor**"), with its principal office located at 8100 North High Street, Columbus, Ohio 43235, and Metromedia Steakhouses Company, L.P., a Delaware limited partnership ("**Assignee**"), with its principal office located at 3701 West Plano Parkway, Suite 200, Plano, Texas 75075.

RECITALS

WHEREAS Assignor is the current applicant to become the registered owner of the trademark "Freedom by the Plateful" (the "**Trademark**") reflected in the application (the "**Application**") filed by Assignor with the United States Patent and Trademark Office on April 28, 2008 under serial number 77459878;

WHEREAS Assignor provides certain advertising services to Assignee and created the Trademark for use solely by Assignee in the advertising of Assignee's restaurant business; and

WHEREAS Assignor intends that Assignee own all right, title and interest in and to the Trademark and therefore desires to assign its rights in and to the Application and the Trademark to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark and Application. Assignor hereby assigns to Assignee all rights, title and interest in and to the Trademark, including the Application and all registrations and any and all related trade names, together with the goodwill of the business symbolized by the Trademark, including the Application therefor and the registrations thereof, and Assignee hereby accepts such assignment. Assignor hereby authorizes and directs the Director of the United States Patent and Trademark Office to change the name of the current applicant on the Application from Assignor to Assignee.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

2.1. Assignor is a corporation duly registered and validly existing under the laws of the State of Ohio.

2.2. Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the use of the Trademark. Moreover, to the best of Assignor's knowledge, there is no litigation or any other disputes arising from or relating to the Trademark as of the Effective Date of this Assignment.

2.3. Assignor has full authority and has obtained all consents and approvals necessary to execute and perform its obligations under this Assignment, and this Assignment does not violate any agreements by which Assignor is bound.

2.4. This Assignment constitutes the legal, valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

2.5. Assignor has not registered or applied to register the Trademark in any jurisdiction except as reflected herein and will not hereafter engage in any action that will be detrimental to the validity of the Trademark.

3. **Governing Law.** This Assignment is governed by and will be construed in accordance with the substantive laws of the State of Texas without regard to its conflicts of laws provisions.

4. **Amendment and Modification.** Any amendment and modification of this Assignment will be deemed effective only after a written agreement is signed by both parties.

5. **Severability.** Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.


6. **Integration.** This Agreement constitutes the full and complete agreement of the parties with respect to the subject matter hereof.

7. **Further Assurances.** Each of Assignor and Assignee hereby covenants that, from and after the delivery of this Assignment, at the other's request and without further consideration, such party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party in order to evidence and effectuate the conveyance of the Trademark and Application pursuant to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

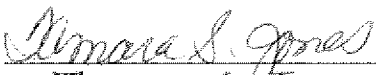
ASSIGNOR:

Ron Foth Retail, Inc. d/b/a Ron Foth Advertising

By: 
Name: RON FOTH SR
Title: president/ceo

ASSIGNEE:

Metromedia Steakhouses Company, L.P.

By: 
Name: Tamara S. Jones
Title: Executive Vice President